



INVITATION FOR BIDS

REVISED 02.17.26

Deletions indicated by strike-through text;
Additions indicated by double underline

The Housing Authority of the Bartow (HAB) will accept sealed bids from licensed and qualified contractors for the replacement of approximately 35 residential windows at Carver Village, 1060 South Golfview Avenue, Bartow, Florida. Any contractor desiring to submit a bid for this project must have more than five (5) years' experience repairing and/or remodeling multi-unit residential structures to be considered for this bid.

The Invitation for Bids may be accessed at <https://www.habartow.org/procurement/> by clicking on *Window Replacement at Carver Village, Phase 3*. All bids must be submitted by **10:00 a.m., Eastern Time, on February 25, 2026** at which time, bids will be publicly opened and read aloud. Any bid received after the closing time will not be considered.

Minority and Woman Business Enterprises (MBE/WBE) and Section 3 firms are strongly encouraged to respond to this and all HAB projects, programs, and services.

2x: 020226;020926

HOUSING AUTHORITY OF BARTOW

INVITATION FOR BIDS: WINDOW REPLACEMENT AT CARVER VILLAGE—PHASE 3

REVISED 02.17.26

1. ADMINISTRATIVE BACKGROUND:

The Housing Authority of Bartow (HAB) is a public body corporate and politic established under the U.S. Housing Act of 1937 and Chapter 421, Florida Statutes. The HAB provides low-income housing assistance mainly to the residents of Bartow, Florida.

2. SCOPE OF REQUIRED SERVICES:

A. General

1.0—The HAB desires to replace approximately 35 existing residential windows at its Carver Village complex located at 1060 South Golfview Avenue, Bartow, Florida with new vinyl frame windows meeting all applicable state and local codes especially the 2023 Florida Building Code, Residential, 8th Edition.

1.1—Upon the acceptance of the completed project by the HAB, the contractor will provide, at least, an one-year warranty on both materials and labor. This warranty will hold that under normal use—barring damage or abuse—the contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom. Further, the contractor shall furnish the HAB with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

B. Replacement Windows

1.1—*Exhibit 1.A* (attached) provides a map that by both a red arrow and identification targets Building #12 which contains 28 windows. Installation of additional windows in another yet unspecified building will be dependent on the remaining funds available.

1.2.1—*Exhibit 1.B* (attached) provides the unit numbers in the scope of work and the number of windows to be replaced in each unit.

1.3—*Exhibit 1.C* (attached) provides the quantity of the approximate rough-opening window sizes. The potential bidder is responsible for field verifying all window openings by taking its own measurements as well as determining the quantity of the various sizes of window openings prior to submitting its bid.

2.0—The installed replacement windows shall be vinyl frame, non-impact, single hung with tempered glass; Energy Star certified: Southern Zone; and with an U-Value equal to or lower than 0.35—equal to or better than ARIA 610 Series windows (for more specification information, please see attached *Exhibit 2*).

2.1—The Bidder may request consideration of substitute windows which *meet* or *exceed* the specifications of the brand name windows specified in this Bid Package. If this option is exercised, the potential bidder must submit:

- Written documentation of manufacturer's specifications for the brand name windows *identified* in this Bid Package
- Written documentation of manufacturer's specifications for the proposed *substitute* windows
- A printed side-by-side comparison of the individual specifications of the corresponding brand name windows *identified* in this Bid Package with the *substitute* windows proposed by the Bidder

2.2—In the event that the apparent successful bidder proposes substitute windows, the apparent successful bidder must provide prior to signing the contract a mock-up of the typical, proposed, substitute window which complies the specifications required by *Item 2.1*. *This mock-up shall be retained by the HAB for future reference. The HAB will not be held responsible to pay for this mock-up window.*

2.3—Failure to provide *any* of the above information/material may render the submitted bid as *non-responsive* and may cause the bid to be rejected.

2.4—The successful bidder will be responsible for ensuring that the surfaces and paint color surrounding the replacement window blends with existing surfaces and paint color in that any blemishes caused by the work are not noticeable to the human eye.

3.0—The existing windows have vertical blinds as window coverings. These window coverings may be attached to the interior frame of the existing windows or otherwise mounted inside of the interior window opening. The successful bidder shall be responsible for removing and reinstalling these window coverings to the inside of the interior window opening (not the window frame). On a case-by-case basis, the HAB will provide a replacement vertical blind if any an existing vertical blind is determined by the HAB to require replacement.

4.0—Professional and Workmanlike Service

In a professional and workmanlike manner, the successful bidder will provide all work and/or materials that are usual and customary for the above project whether indicate herein or not.

3. OTHER CONDITIONS

The other conditions that will apply to the potential successful bidder:

- A. Insurance**—To the satisfaction of the HAB, the potential *successful* bidder will be required to provide the HAB with a current certificate(s) of:
- *General Liability* insurance and *Automotive Liability* insurance with the HAB named as an *additional insured* on the General Liability insurance. The General Liability insurance must contain a minimum of \$1,000,000 coverage per occurrence.
 - *Workers' Compensation* coverage for all of the bidder's staff (including any subcontractor's staff) while employed on the site of this project. The Workers' Compensation coverage must be, at least, the State of Florida required minimum.

The successful bidder shall maintain the above insurances in-force during the term of the contract.

- B. Permits, Fee and Licenses**—The successful bidder shall secure, maintain, and pay all permits, fees, and licenses necessary for the proper execution and completion of work. Copies of the above documents must be provided to **Tom Hornack**, HAB Procurement Consultant, prior to commencement of the work. Failure to provide the above documents prior to the beginning the work may result in a start delay or a stop-work order.
- C. Section 3**—If the potential bidder intends to hire an *additional* employee(s) or to hire a sub-contractor(s) for this project, then the successful bidder, to the fullest extent possible, shall comply with the requirements of the Housing and Urban Development (HUD) Act of 1968, Section 3, attached for reference to this Invitation for Bids.
- D. Non-Discrimination**—The successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, disability, gender, or national origin.
- E. Security and Safety**—The successful bidder shall protect and secure its materials, vehicles, and equipment, and shall assume full responsibility for loss, theft, vandalism, and any other damage for the duration of the contract. The HAB will not assume responsibility for vandalism, theft, fire, and/or personal injury claims arising from or relating to the work to be performed.

The successful bidder:

- must exercise extreme caution and safety at all times to protect the work area and to eliminate accidents occurring at the work site
 - must protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by the contracted work
 - shall not compromise the safety of the Carver Village residents, the HAB staff, other contractors or vendors, or the visiting general public at any time
- F. Review and Inspection**—The HAB or its authorized agent may at its sole discretion and from time-to-time review and inspect the services and materials provided including but not be limited to: site observations, review of time records, daily and other logs and records of activities, and supervisors' reports. At any time during the installation, the HAB reserves the right to require proof, acceptable to the HAB,

that the windows being installed meet or exceed the specifications contained in this Invitation for Bids (IFB). Providing such proof will be the sole responsibility of the successful bidder. The number of requests for this proof will be limited—if requested at all.

Work on this project will be permitted between 8:00 a.m. and 5:00 p.m., Eastern Time, Monday through Friday. Work on Saturdays, Sundays, or HAB-observed holidays is not permitted.

- G. Payment**—Partial payment shall be made within fifteen (15) calendar days after submission of an invoice and related documents acceptable to the HAB for the satisfactory performance of the contracted work as determined by the HAB.

PAYMENT POINT	PERCENTAGE OF TOTAL CONTRACTED AMOUNT
50% of installations	40%
100% of installations	50%
Acceptance of the work by the HAB as well as all “close-out” documents	10%

Note: Since federal funds will be used for this project, the HAB reserves the right to process only those invoices submitted with corresponding weekly Davis-Bacon certified payroll(s). (Please see, *Item 4.H.* for more information on Davis-Bacon requirements.) A copy of this U.S. Department of Labor, Wage and Hour Division certified payroll form—WH-347—is provide for reference in the **Supplement Documents** for this bid package. HAB’s Procurement Consultant will be available to provide guidance to the successful bidder on completing the certified payroll forms.

Note: The HAB is required by the U.S. Department of Housing and Urban Development (HUD) to conduct on-site wage interviews with the small sample of the successful bidder’s (and/or sub-contractor’s) on-site staff using Form HUD-11. Among other things, this form is used to confirm certain information contained in the submitted certified payroll forms. For reference, a copy of this form is also provided in the **Supplement Documents** for this bid package.

- H. Term**—In order to encourage as many potential bidders to respond to this Invitation for Bids, the HAB did not specify *start* and *end dates* in this Invitation for Bids. The HAB desires that the work to begin on or before April 20, 2026. The HAB is requesting that each bidder indicate on its submitted Bid Form its earliest anticipated *start date* if awarded the project. The HAB reserves the right to negotiate start and completion dates as well as the right to award the bid to that bidder whose bid is most favorable to the HAB on the basis of cost and/or time.

- I. **Liquidated Damages**—If the successful contractor fails to complete the work within the time specified in subsequent signed Agreement for services, the successful contractor shall be responsible for liquidated damages to the HAB in the amount of **\$75.00** for each calendar day of delay until the work is completed by the successful contractor and accepted by the HAB. Depending on the circumstances, the HAB reserves the right to grant exceptions to this requirement on a case-by-case basis.
- J. **Communications**—In order to maintain a fair and impartial competitive process, the HAB shall avoid private communication concerning this procurement with prospective bidders during the entire procurement process. Please respect this policy.

Ex parte communication regarding this solicitation is prohibited between a potential or current bidder and any HAB Board of Commissioners member, City of Bartow Board of Commissioners member, HAB staff or City of Bartow staff, their agents, or any other person serving as an evaluator during this procurement process. Bidders directly contacting any of the above listed individuals regarding this solicitation risk elimination of their bids from consideration. Email correspondence with **Tom Hornack**, HAB Procurement Consultant, (habprocurement@hardeemail.com) does not constitute *ex parte* communication. Oral instructions or information concerning the specifications of this Invitation for Bids (IFB) given out by any HAB Board of Commissioners member, City of Bartow Board of Commissioners member, HAB staff or City of Bartow staff, their agents, or any other person serving as an evaluator during this procurement process to prospective bidders shall not bind the HAB.

- K. A bidders' meeting will be held on:

February 16, 2026 at 10:00 a.m., Eastern Time, at the Community Building located in Carver Village at 1060 South Golfview Avenue, Bartow, Florida.
(For location, please see attached *Exhibit 1.A.*)

Although this is not a mandatory meeting, all potential bidders are *strongly* encouraged to attend this bidders' meeting. During this meeting, potential bidders will have an opportunity to view the Carver Village worksite as well as to obtain their own measurements and quantities.

In the event that a potential bidder is unable to attend this meeting but has questions that he/she would like to have addressed at the bidders' meeting, the potential bidder may email questions to habprocurement@hardeemail.com prior to 6:00 a.m., Eastern Time, on **February 11, 2026**. Receipt of request will be acknowledged.

Note: Attached *Exhibit 3* contains some relevant questions and answers from previous bidders' meetings for similar window replacement projects that apply to this current procurement. The contents of this current IFB prevail over any information provided in *Exhibit 3*.

All questions will be addressed and notes of the meeting will be kept. Notes from the meeting will be posted on <https://www.habartow.org/procurement/> by **6:00 p.m., Eastern Time, on February 18, 2026**. It is the potential bidder's responsibility to access this information on the above-referenced webpage.

- L. Modifications**—In its best interest, the HAB reserves the right to modify this Invitation for Bids. Modifications may include, but are not limited to, increasing, reducing, or deleting a portion of the scope of work contained in this Invitation for Bids.

Modifications will be posted on <https://www.habartow.org/procurement/> by **6:00 p.m., Eastern Time, on February 18, 2026**. It is the potential bidder's responsibility to access this information on the above-referenced webpage.

- M. Discovery**—Immediately upon discovery, the potential bidder is to notify **Tom Hornack**, HAB Procurement Consultant (habprocurement@hardeemail.com), of any discrepancies, oversights, omissions, or errors anywhere in this Bid Package prior to the deadline for the submission of bids,

4. SUBMISSION OF BIDS

A. Original Bid--

The bidder will only submit its bid on the Bid Form provided with this Invitation for Bids. Bids submitted in another format may be rejected as non-responsive.

An **original bid** and **one** duplicate copy of the bid shall be hand-delivered (*during normal HAB business hours Monday through Friday*) or delivered by a parcel carrier addressed to:

**Al Kirkland, Jr., Executive Director
re: Window Replacement at Carver Village IFB—Phase 3
Housing Authority of Bartow
1060 South Woodlawn Avenue
Bartow, Florida 33830**

prior to **10:00 a.m., Eastern Time, on February 25, 2026**.

The outside of the envelope must indicate the name and address of the bidder submitting the bid as well as the title of the bid being submitted. **Any bid transmitted by facsimile (fax), electronic mail (email), or not in compliance with the above instructions will not be considered. All bids and accompanying material will become the property of the HAB and will not be returned to the bidder.**

- B. Validity:** Bids may be held by the HAB for a period not to exceed thirty (30) calendar days from the date of opening for the purpose of reviewing them and investigating the qualifications of the respondent prior to awarding the work. During this time, the HAB or its agent reserves the right to obtain clarification of any item in a submitted bid or to obtain additional information necessary to properly evaluate

a particular bid. Failure of a bidder to respond to such a request for additional information or clarification could result in rejection of that bid.

C. Withdrawals: No bid shall be withdrawn for sixty (60) calendar days subsequent to the opening of bids without the written consent of the HAB.

D. Conflict of Interest: No HAB Board member, officer, employee of the HAB or member or employee of the City of Bartow City Commission shall, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Reserved rights:

1. The HAB reserves the right to accept or reject any and all bids or any part of any bid and to waive any informalities or irregularities in the bid or in the bidding process. Receipt of a bid does not commit the HAB to award a contract, pay any of the costs associated with preparation of the bid, or to reimburse a bidder for any costs incurred prior to the signing of a contract.
2. The HAB also reserves the right to award any bid if that bid is consistent with HAB's policies and/or the laws/regulations governing the U.S. Department of Housing and Urban Development (HUD) and/or the State of Florida programs.
3. The bid award will be made to that fully-qualified bidder who:
 - Is *responsive* in that the submitted bid conforms exactly to the requirements in this Invitation for Bids; and
 - Is *responsible* in that the bidder is able to comply with the required or proposed delivery or performance schedule; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and is otherwise qualified and eligible to receive an award under applicable laws and regulations, including the fact that the bidder is not suspended, debarred or under a HUD-imposed Limited Denial of Participation; and
 - *Submits* a bid that is in the *best interest* of the HAB as determined by the HAB.

F. Disputes: In case of any doubt or differences of opinions as to the items or service to be furnished hereunder or the interpretation of the provisions of the Bid Package, the following dispute process shall apply:

- Any protests (unless otherwise specified, the use of the term "protest" shall also include "disputes" and "appeals") shall be submitted in writing to the HAB Procurement Consultant. The protest must be emailed to habprocurement@hardeemail.com in accordance with the time requirements listed below:

- Any protest against a solicitation must be received before the due date of the receipt of bids.
- Any protest against the award of a contract must be received within two calendar days after notification of an apparent contract award.
- Any protest of a decision to reject a response to this Invitation for Bids (IFB) must be received within two calendar days after being notified in writing of the HAB's decision.

By submitting its response to this IFB, the proposer agrees that the written decision of the HAB Executive Director regarding any protest shall be final and binding upon all parties.

G. Bid and Contract Guaranties:

(Not applicable to this IFB)

H. Forms: As applicable, the following HUD/US DOL/HAB documents/forms will apply to this project:

- 1.0 The following information/forms are *attached* to this Invitation for Bids:
- Davis Bacon wage determination sheet for residential related work in Polk County--*General Decision Number: FL2026082, Modification 0, issued 01-02-26¹*
 - *Section 3 Clause*
 - *Certification of Section 3 Business form*
 - *Non-Collusion Certification form*
 - Renovation, Repair, and Paint rule—for information, please click-on: <https://www.floridahealth.gov/environmental-health/lead-poisoning/renovation.html>

¹The listed wages indicate the minimum wage that must be paid to workers only while they are performing services on-site at a HAB property. For additional information, please see the *Davis-Bacon and Labor Standards Contractor's Guide Addendum* which may be accessed at:

<https://files.hudexchange.info/resources/documents/Davis-Bacon-and-Labor-Standards-Contractor-Guide-Addendum.pdf>

2.0 The following forms/information are provided as a *Supplement* to this Invitation for Bids:

- Payroll Form (US Department of Labor WH-347) and instructions—used to certify payroll
- Record of Employee Interview (Form HUD-11)—self-explanatory
- *General Contract Conditions for Small Construction/Development Contracts (Form HUD-5370-EZ)*

BID FORM

REVISED 02.17.26

HOUSING AUTHORITY OF BARTOW

WINDOW REPLACEMENT AT CARVER VILLAGE—PHASE 3

This Bid is offered by _____
(hereinafter referred to as the "*Bidder*"), a corporation/a partnership/an individual (*please circle one*).

To: The **Housing Authority of Bartow** (hereinafter referred to as the "*HAB*")

The *Bidder*, in compliance with *HAB's Invitation for Bids* for the **Window Replacement at Carver Village—Phase 3**, having examined this Bid Package and being familiar with all of the conditions surrounding the proposed project, including availability of labor, proposes to furnish the necessary labor, supervision, equipment, materials, fuel, and supplies to perform the work in accordance with the *Scope of Required Services* and the other conditions contained in the *Invitation for Bid*, within the time set forth therein, and at the prices stated herein.

The *Bidder* acknowledges receipt of the following addendums, if any: _____

The *Bidder* offers to provide the materials and services as described in the Bid Package for the **Window Replacement at Carver Village—Phase 3, Building#12 (approximately 35 28 windows)** for the total price of:

\$ _____

Based on available funding, the *HAB* reserves the right to increase/~~decrease~~ the number of windows to be replaced under this solicitation. Therefore, the *Bidder* is requested to provide the unit cost for replacement windows by the size of each of window that the *Bidder* is offering to install:

- Window size: _____ Unit cost per this replacement window: \$ _____
- Window size: _____ Unit cost per this replacement window: \$ _____
- Window size: _____ Unit cost per this replacement window: \$ _____

If determined to be the apparent successful bidder by March 04, 2026 the *Bidder* anticipates that it will be able to begin the contracted work:

on/before *(date)* _____ and complete the work

on/before *(date)* _____.

With check marks, the *Bidder* is indicating below that the following required items/information/forms are being submitted as part of the *Bidder's* response:

- This BID FORM: _____
- A copy of the *Bidder's* current relevant occupational license: _____
- Documentation of current certification under the federal Renovation, Repair, and Paint rule: _____
- A list--*including* contact information, start date, and completion date--of, at least, one multi-family and/or commercial projects that received similar services from the *Bidder* prior to January 2021: _____
- A list--*including* contact information, start dates, and completion dates--of, at least, five multi-family and/or commercial projects that received similar services from the *Bidder* after January 2021: _____
- A fully completed *Certification of Section 3 Business* form: _____
- A fully completed *Non-Collusion Certification* form: _____
- If applicable, specifications of *better than* or *equal to* windows being offered:
- ___ Non-applicable or ___ Applicable (*re: Item 2.B.2.1 of the Invitation for Bids*)
- A copy of the supplier's/manufacturer's warranty: _____

Failure to provide *any* of the above information may render the submitted bid as ***non-responsive*** and may cause the bid to be rejected.

In submitting this bid, I hereby certified that I checked the <https://www.habartow.org/procurement/> webpage after 6:00 p.m., Eastern Time, on **February 18, 2026** to obtain any modifications or updates to this Invitation for Bids.

Submitted By: _____

Title: _____

Signature: _____

Business Address: _____

Business Phone Number: _____

Email address of above signer: _____

EXHIBIT 1.A

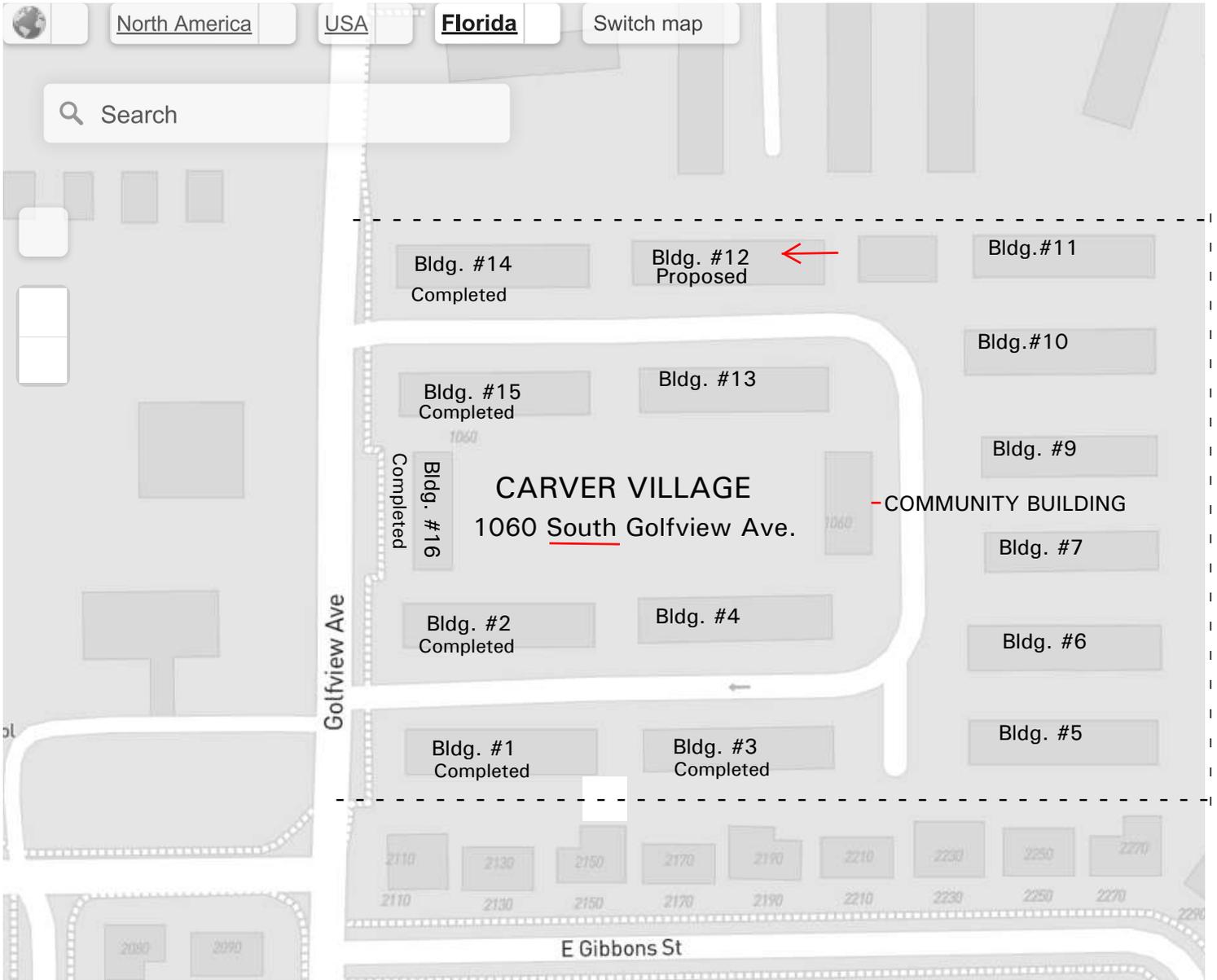


EXHIBIT 1.B

**SELECTED UNITS FOR WINDOW REPLACEMENT AT
CARVER VILLAGE – PHASE 3**

UNIT #	BUILDING #	1-BEDROOM UNIT: 4 WINDOWS @	2-BEDROOM UNIT: 5 WINDOWS @	3-BEDROOM UNIT: 9 WINDOWS @	4-BEDROOM UNIT: 9 WINDOWS @	TOTAL
45	12			X		
47	12		X			
49	12		X			
51	12			X		
<i>Subtotal</i>			<i>(2 x 5 =) 10</i>	<i>(2 x 9 =) 18</i>		28

EXHIBIT 1.C

WINDOW INVENTORY PER UNIT TYPE

UNIT TYPE	ROUGH WINDOW OPENING SIZES			TOTAL PER UNIT
	54" W x 51½" H	20" W X 39" H	38" W x 51½" H	
2-Bedroom Unit	4	1	--	5
3-Bedroom Unit	5	2	2	9

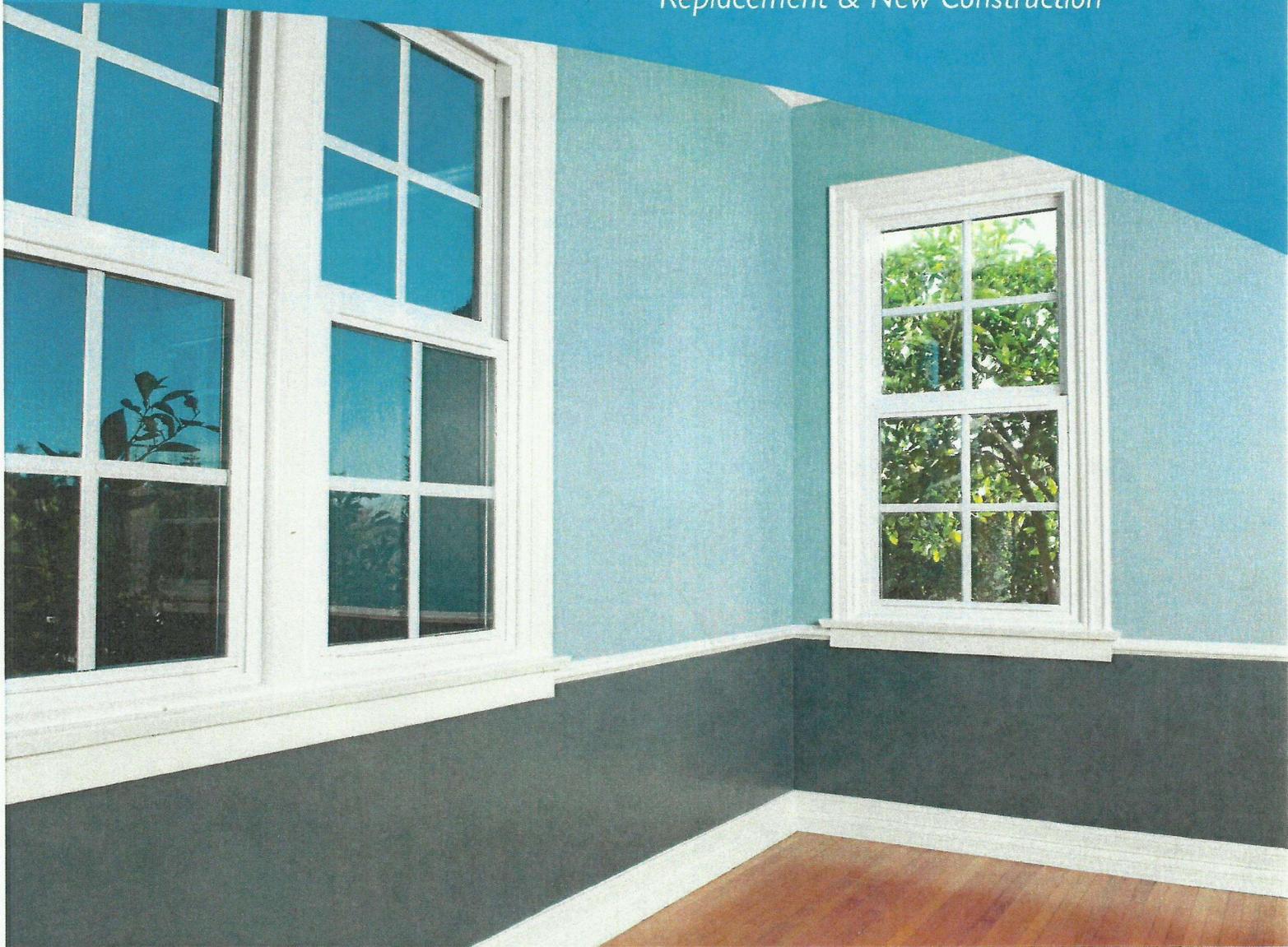


ARIASERIES
VINYL WINDOWS & DOORS

NON-IMPACT—RESISTANT

610 SERIES SINGLE HUNG

Replacement & New Construction



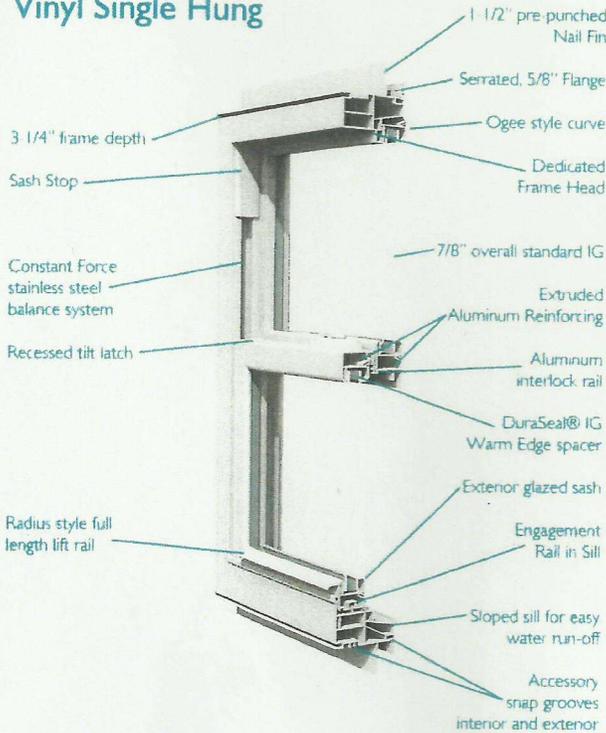
Custom[®]
WINDOW SYSTEMS





NON-IMPACT SINGLE HUNG

Aria 610 Series Vinyl Single Hung



610N Series New Construction

Available Frame Types:

- Heavy-duty Cam Lock
- 1-1/2" pre-punched Nail Fin
- 5/8" serrated, double walled Front Flange
- Fin/Flange combo

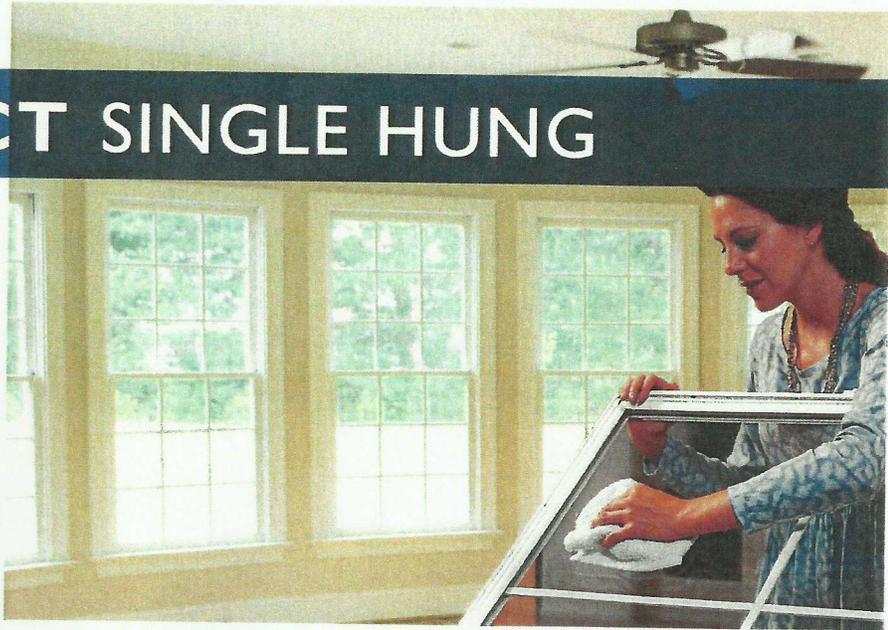
Standard Features and Benefits:

- Meets or exceeds all Energy Star® standards
- Tilt Sash for easy cleaning
- Available with Low-E glass (270, 240, 366)
 - 7/8" insulated glass with argon gas standard for ultraviolet and thermal protection
 - Double-strength glass standard
- Energy efficient non-metallic spacer system
 - Excellent thermal performance and energy efficiency
 - Keeps windows clearer longer limiting condensation
- Constant Force stainless steel coil balance system
- Recessed tilt latches
- Durability and resistance from the elements
 - Fusion-welded construction without fasteners for structural stability
 - Heavy-duty, dual fin weather-stripping at all points, where vinyl meets vinyl, protects against the elements
- Extruded BetterVue® half screen standard on replacement
 - Optional roll form screen available
 - 10% better insect protection—20% better airflow—10% clearer view
 - BetterVue® screen will not rust, corrode or stain
- 615 Series Picture Window to complement the 610 SH

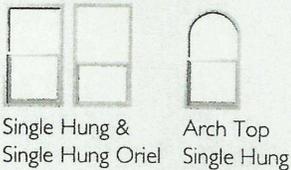
610R Series Replacement

Available Frame Types:

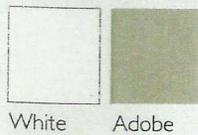
- Dual-action, automatic, self-locking sash locks
- 5/8" serrated, double walled Front Flange
- Box Frame



Configurations:

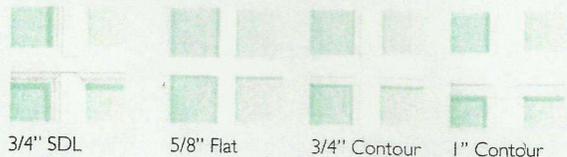


Frame Colors:



Grid Options:

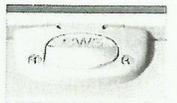
Classic Applied Between-the-Glass
(exterior only)



Double Applied also available (interior and exterior for depth)



610N Series Cam Lock



610R Series Auto Self-Locking Sash Locks



1900 SW 44TH AVENUE
OCALA, FL 34474
P.800.327.3086 • www.CWS.cc



EXHIBIT 3

SELECTED NOTES FROM PREVIOUS WINDOW REPLACEMENT PROJECTS

Abbreviations:

- HAB: *Housing Authority of Bartow*
- HUD: *U.S. Department of Housing and Urban Development*
- IFB: *Invitation for Bids*

General Comments:

Questions from the Potential Bidders:

Question:

Do I need special permission to enter Carver Village for the purposes of obtain quantities and sizes.

Answer:

The HAB does not require permission for outside of building visits during normal business hours. It is aware that potential bidders need to visit the site to take measurements.

Question:

Are all of the units painted the same color on the inside and, if so, where can we get the name of the paint color if possible?

Answer:

Regretfully, I do not have an answer to share at this time. This item can be discussed with the successful bidder prior signing the agreement with the HAB. *(Editorial Note: For Carver Village Phase-1 and Phase 2, the interior of a majority of the units were painted the same color.)*

Question:

With units that are occupied, how should we handle occupants' furniture if in front/covering window?

Answer:

Most units will be occupied. The successful bidder will be required to take whatever means are necessary not to damage any resident's property. The successful bidder will be provided with a HAB contact person in the event that any difficulties arise.

Question:

If the existing blinds are not suitable to be replaced, what is the procedure?

Answer:

The HAB is aware that some of the existing blinds cannot/should not be replaced. The successful bidder will be provided with a HAB contact person to address the situation on a case-by-case basis.

Question:

Does the exterior window screen need replacement?

Answer:

Since the existing window and security screen share an integral frame, the HAB is only replacing the window along with the standard insect screen that comes with the window.

Question:

Any color in particular? Since the outside is bronze will you be needing the windows in bronze?

Answer:

The interior color/finish family is white.

Question:

Is the successful bidder responsible for construction-related scrap and debris?

Answer:

Yes. The successful bidder shall clean each work area of all job-related debris (including but, not limited to, the removal of the existing window/security screen units) during and upon completion of project as well as load and haul-off all job-related debris.

Question:

Does Davis-Bacon apply?

Answer:

Yes. The latest wage determination is attached to the IFB.

Question:

Is the successful bidder responsible for any damage or repairs to the area of the structure surrounding the replacement window?

Answer:

Yes. The successful bidder will provide all work and/or materials that are usual and customary for the above project whether indicate herein or not. Each installation must be accomplished in a professional and workmanlike manner ready for immediate use by the resident (this includes any adjacent paint, trim, and tile).

Question:

Will the contractor be responsible for disposing the screens on the existing windows?

Answer:

Yes.

Question:

How will the work be coordinated?

Answer:

The Contractor will coordinate the work with the HAB Maintenance staff.

Question:

Will a contractor be able to initially bill for materials delivered?

Answer:

No.

Question:

May I get a copy of the sign-in sheet from today's Pre-Bid?

Answer:

~~The names of the attendees and their respective companies will be emailed to all parties in attendance as well as provide, upon emailed request, to any other interested party.~~
(Editorial Note: Notes which will include the name of the attendees will be posted on the Procurement page of [www. habartow.org](http://www.habartow.org).)

Question:

Will the contractor be responsible for disposing the existing security screens and windows?

Answer:

Yes. The successful bidder will be responsible for the removal of the existing security screens and windows to an off-site location.

Question:

Since the cost of impact resistant windows is just slightly more than windows with tempered glass, will the housing authority consider a bid for impact resistant windows instead of tempered glass windows?

Answer:

The decision to install tempered glass windows as opposed to impact resistant windows was driven by the amount of available funding for this project. Therefore, the housing authority will not consider any bid for other than tempered glass windows.

Question:

Will the housing authority consider bids for an alternative window other than the brand specified in the IFB?

Answer:

Yes. Please see item 2.B 2.1 and 2.B.2.2 of the posted IFB.

Question:

Will security screens similar to the existing security screens be placed over the new windows?

Answer:

No. The existing security screens will be removed and disposed by the successful bidder. The only screens that will be installed are the insect screens that normally come with the replacement window.

Question:

Some of the existing window blinds are attached to the interior window frame. How will this be addressed?

Answer:

Please see Item 2.B.3.0 of the posted IFB for specifications concerning the window blinds.

Question:

Are the window configurations in the visited vacant Unit 8 typical of all windows in Woodlawn Village?

Answer:

Yes, with the exception of one window in Unit 15, the window configurations are similar. The number of windows in each of the 24 residential units varies by the number of bedrooms in a particular residential unit.

Question:

How many buildings are included in this project?

Answer:

Seven residential buildings and one Administration Office building. Please see Exhibit 1-A of the posted IFB.

Question:

Is there another housing authority complex where some of the windows have already been replaced with similar windows?

Answer:

Yes. A portion of the windows at Golfview Village located at 1060 South Golfview Avenue in Bartow have already been replaced. Potential bidders may visit the site.

Question:

Will the remainder of the widows in Golfview Village also be replaced?

Answer:

It is the housing authority's intent to later replace the remaining windows when sufficient funding becomes available.

Question:

Will paint color codes be made available?

Answer:

No. Please see item 2.B.2.4 and item 2.B.4.0 of the posted IFB.

Question:

Can the successful bidder measure the exact sizes of the windows after the bid is awarded?

Answer:

Item 2.B.1.2 of the posted IFB states:

The potential bidder is responsible for field verifying all window openings indicated in Exhibit 1.B by taking its own measurements as well as determining the quantity of the various sizes of window openings prior to submitting its bid.

If the successful bidder desires to measure/re-measure the window openings after the bid award that will be the bidder's choice as long as these post-measurements do not impact the bidder's submitted bid and the finished project meets the requirements of the IFB. As stated above, the bidder is responsible for *taking its own measurements as well as determining the quantity of the various sizes of window openings.*

Davis Bacon Wage Determination Sheet

"General Decision Number: FL20260082 01/02/2026

Superseded General Decision Number: FL20250082

State: Florida

Construction Type: Residential

County: Polk County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/02/2026

ENGI0487-032 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom.....	\$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes.....	\$ 38.01	16.85
Group 3		
Cranes not described above.	\$ 37.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

IRON0397-003 07/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 35.25	17.32

SUFL2009-121 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Cabinet Installation.....	\$ 11.37	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.14	0.00
ELECTRICIAN.....	\$ 12.66	0.00
IRONWORKER, ORNAMENTAL.....	\$ 12.60	0.00
LABORER: Common or General.....	\$ 9.85	0.00
LABORER: Mason Tender - Brick...	\$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46	0.00

LABORER: Pipelayer.....	\$ 11.79	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 8.26	0.00
OPERATOR: Asphalt Paver.....	\$ 12.07	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.56	0.00
OPERATOR: Bulldozer.....	\$ 12.14	0.00
OPERATOR: Distributor.....	\$ 11.57	0.00
OPERATOR: Forklift.....	\$ 17.38	0.00
OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 11.59	0.00
OPERATOR: Roller.....	\$ 11.02	0.00
OPERATOR: Screed.....	\$ 11.08	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00
OPERATOR: Tractor.....	\$ 10.20	0.00
PLUMBER.....	\$ 13.22	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 13.33	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
SHEET METAL WORKER, Excludes Metal Roof Installation.....	\$ 9.50	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

~~Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including~~

SECTION 3 CLAUSE

Section 3 Clause

[Code of Federal Regulations]
[Title 24, Volume 1, Parts 0 to 199]
[Revised as of April 1, 1998]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.38]

[Page 604]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 135--ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS--Table of Contents

Subpart B--Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Section 3 Clause

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

CERTIFICATION OF SECTION 3 BUSINESS

Housing Authority of Bartow	SECTION 3 BUSINESS FORM
Company Name:	Employer (IRS) No:
Address:	Type of Business: <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Woman-Owned
<p>THE BIDDER/PROPOSER/CONTRACTOR REPRESENTS AND CERTIFIES THAT IT IS QUALIFIED AS:</p> <p style="margin-left: 40px;"><input type="checkbox"/> A SECTION 3 BUSINESS SINCE</p> <p style="margin-left: 80px;"><i>(Please check all of the following that apply to your business.)</i></p> <p style="margin-left: 40px;"><input type="checkbox"/> 51% or more is owned by Section 3 residents.*</p> <p style="margin-left: 40px;"><input type="checkbox"/> at least, 30% of its permanent full-time employees are current Section 3 residents* or were Section 3 residents within 3 years of the date of first employment with the business.</p> <p style="margin-left: 40px;"><input type="checkbox"/> it provided evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business that meet the qualifications set forth in the two previous categories.</p> <p style="text-align: center;"><u>OR</u></p> <p style="margin-left: 40px;"><input type="checkbox"/> NOT A SECTION 3 BUSINESS but who has and will continue to seek compliance with Section 3 by certifying its efforts to award subcontracts to Section 3 concerns.</p> <p style="text-align: center;"><u>OR</u></p> <p style="margin-left: 40px;"><input type="checkbox"/> NOT APPLICABLE</p>	

*A Section 3 resident is defined as a Public Housing resident or an individual who resides in the within Polk County and whose family income is below the following income limits as per the Department of Health and Human Services (HHS):

Persons in Household:	1	2	3	4	5	6	7	8
Very Low-Income:	\$26,750	\$30,600	\$34,400	\$38,200	\$41,300	\$44,350	\$47,400	\$50,450

Date:	Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information provided in this document is true and correct.
Printed Name of Authorized Official:	Signature:

Non-Collusion Certification

The undersigned states that he/she is fully authorized by the entity indicated below to certify that:

- That this proposal or bid is made without collusion or fraud with any other person, firm, or corporation making a proposal or bid for the same purpose.
- That no officer or employee or person whose salary is paid, in whole or in part, from the Housing Authority of Bartow is, shall be, or will become interested, directly or indirectly, surety or otherwise: in this proposal or bid; in the performance of the contract; in the supplies, materials, equipment, and services or labor to which they relate; or in any portion of the profits thereof.

By signing this form, the undersigned affirms that said proposal or bid is, in all respects, fair and without collusion or fraud.

Name of Entity: _____

Authorized Signature/Date: _____

Printed Name of Signer: _____

Title of Signer: _____

Corporate Seal, *if appropriate*

Note: Failure to complete this statement as presented may result in the bid or proposal being rejected.

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
- (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (b) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (c) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (d) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract
- (e) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
 - (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.
- (f) The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(1) *Minimum wages*—(i) *Wage rates and fringe benefits.*

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classifications(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5(a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding—(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment,

advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (3) Records and certified payrolls—(i)

Basic record requirements—(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements—*(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the

case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5(a)(3)(i), and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii) (C).

(E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access—*(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor or sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity—*(i) *Apprentices—*(A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has

been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, a ny worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(vii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

(viii) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b) (1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5 (b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages—(i) Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a) (2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S.

trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C.

3901-3907. (4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the

clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

(ix) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

(x) Informing any other person about their rights under CWHSSA or 29 CFR part 5.

(c) *CWHSSA required records clause.* In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law.* The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.